

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

MATTHEW WILEY,

PLAINTIFF, : C.A. NO. 07-728 (JJF)

v.

STAR CHRYSLER/JEEP, LLC, NEW
CASTLE INSURANCE, LTD.,
and BLUE CROSS BLUE SHIELD
OF DELAWARE,

DEFENDANTS.

**ANSWER OF BCBSD, INC. TO SECOND AMENDED
COMPLAINT AND AFFIRMATIVE DEFENSES**

Defendant, BCBSD, Inc. (incorrectly identified in the caption as Blue Cross Blue Shield of Delaware) ("Answering Defendant") by and through its undersigned counsel, hereby answers Plaintiff's Second Amended Complaint as follows:

JURISDICTION

1. Jurisdiction is admitted.

PARTIES

2. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

3. This paragraph states legal conclusions for which no response is required.

To the extent that the paragraph does not state legal conclusions, Answering Defendant is without sufficient information to form a belief as to the truth of the remaining averments and they are therefore denied.

4. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

5. Denied as stated. BCBSD, Inc. is the correct name of the party.

COMMON FACTS

6. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

7. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

8. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

9. Answering Defendant is without sufficient information to form a belief as to the truth of the averment that Plaintiff received health insurance benefits through Star Chrysler/Jeep LLC health benefit plan. It is therefore denied. Also denied that Answering Defendant administered Star Chrysler/Jeep, LLC's health insurance benefit plan.

10. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

11. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

12. This paragraph states a legal conclusion for which no response is required. Otherwise, it is denied.

13. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

14. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

15. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

16. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

17. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

18. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

19. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

20. Denied. Answering Defendant had no ability to hear any appeal relating to Plaintiff's eligibility to participate in the benefit plan of another party. Answering Defendant merely provides insurance as requested and instructed by a third party such as Star Chrysler/Jeep, LLC.

21. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

22. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

COUNT I – HEALTH PLAN UNDER ERISA

23. Answering Defendant incorporates the responses to Paragraphs 1-22 as though fully set forth herein.

24. This paragraph states a legal conclusion for which no response is required. Otherwise, it is denied that Answering Defendant had any obligation to notify Plaintiff of the availability of COBRA continuation of healthcare benefits.

25. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

26. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

COUNT II – FAILURE TO PROVIDE NOTICE

27. Answering Defendant incorporates the responses to Paragraphs 1-26 as though fully set forth herein.

28. This paragraph states a legal conclusion for which no response is required. Otherwise, it is denied that Answering Defendant denied any specific claim for benefits under the insurance policy that was issued by Answering Defendant under the relative plan.

29. Answering Defendant is without sufficient information to form a belief as to the truth of this averment. It is therefore denied.

30. Denied.

AFFIRMATIVE DEFENSES

31. Plaintiff's claim is barred by the applicable statute of limitations.

32. Plaintiff's claim is barred by failure to exhaust administrative remedies.

33. The Complaint fails to state a claim against Answering Defendant.

34. Any damages sustained by Plaintiff must be reduced by the unpaid premiums for the alleged benefits due.

35. Any damages sustained by Plaintiff must be offset by any other applicable policies of insurance or other medical benefits to which Plaintiff was entitled and/or received.

WHEREFORE, Answering Defendant demands judgment in its favor and against Plaintiff together with costs and attorney's fees.

YOUNG CONAWAY STARGATT &
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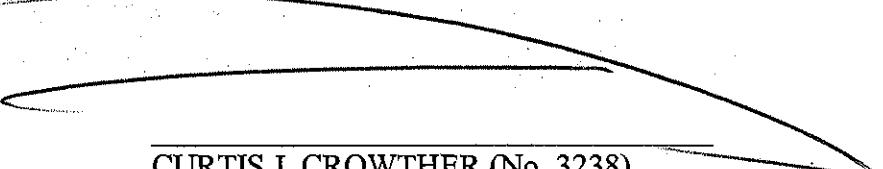
Attorneys for Defendants

Dated: April 15, 2008

CERTIFICATE OF SERVICE

I, Curtis J. Crowther, Esquire, attorney for Defendants, hereby certify that on April 15, 2008, I caused two copies of the foregoing to be served by first class, United States Mail, on the following party of record:

Mr. Matthew Wiley
102 Clover Ct.
Newark, DE 19711-8730


CURTIS J. CROWTHER (No. 3238)

Dated: April 15, 2008